



**Order**  
**of the Court of First Instance of the Unified Patent**  
**Court issued on 13 April 2026**  
**regarding: exchange of licences & confidentiality club**

Claimant:

- |   |                                    |
|---|------------------------------------|
| 1) Koninklijke KPN N.V.<br>Wilhelminakade 123<br>3072 AP Rotterdam<br>The Netherlands | represented by<br>Peter van Gemert |
|---|------------------------------------|

Defendant:

- |   |                                  |
|---|----------------------------------|
| 1) Oleading B.V.<br>Weena 505, 15th floor, space B1512<br>518100 Shenzhen, Guangdong Province<br>People's Republic of China | represented by<br>Rien Broekstra |
| 2) Reflection Investment B.V.<br>Hofplein 20<br>3032 AC Rotterdam<br>The Netherlands  | represented by<br>Rien Broekstra |
| 3) Orope Germany GmbH<br>Graf-Adolf-Platz 15<br>40213 Düsseldorf<br>Germany   | represented by<br>Rien Broekstra |
| 4) OTECH Germany GmbH<br>Graf-Adolf-Platz 15<br>40213 Düsseldorf<br>Germany   | represented by<br>Rien Broekstra |

- 5) Guangdong OPPO Mobile Telecommunications Corp. represented by  
No. 18, Haibin Road, Wusha, Chang'an Town  
Dongguan, Guangdong  
Republic of China

PATENT AT ISSUE:

EP3944587

DECIDING JUDGE

Presiding judge                      **Edger Brinkman**  
Judge-rapporteur                    **Edger Brinkman**

LANGUAGE OF THE PROCEEDINGS: English

Subject-matter of the proceedings:

Infringement action

FOUNDATIONS

Parties jointly requested as follows:

1. *Ultimately on [2 weeks after the order], KPN will grant access to counsel to Defendants and any external experts hired by Defendants (i) all KPN's licenses for smartphone manufacturers and (ii) all agreements in which a license or a non-assert has been agreed that includes EP 587 and/or a family member thereof (EP and/or foreign), with the exception of licenses relating to payment terminals or electronic payments, concluded since 2015 including earlier licenses in case of a renewal of such license in the period since 2015.*
2. *In case in the proceedings before the LG Düsseldorf, certain employees of Oppo have been granted access to certain license(s), such access is mirrored in these proceedings, and the same conditions will apply. This access excludes access under this Order regarding the license agreement which the KPN has indicated should not have been disclosed under the scope of the disclosure in the context of the proceedings before the LG Düsseldorf, unless the LG Düsseldorf decides differently on the application filed by KPN on 30 April 2025.*
3. *The same confidentiality regime as agreed by the parties in the LG Düsseldorf case ("Geheimhaltungsvereinbarung in den Gerichtsverfahren 4b O 27 /22 und 4b O 44/22") will apply to the extent that Oppo employees have obtained access.*

4. *The Court notes that, in the event of a culpable contravention of the obligation in item 3, the Court may impose on the respective party a recurring penalty payment of up to € 250,000 for each contravention.*

The Court has no reason to deviate from this joint request and so will be ordered. Parties also requested that the Court hold a case management hearing. To this end, parties are requested to submit their availability dates for 20 April-20 May 2026 by the end of this week.

ORDER

The Court:

1. Ultimately within **two weeks after the order**, KPN will grant counsel to Defendants and any external experts hired by Defendants access to (i) all KPN’s licenses for smartphone manufacturers and (ii) all agreements in which a license or a non-assert has been agreed that includes EP 587 and/or a family member thereof (EP and/or foreign), with the exception of licenses relating to payment terminals or electronic payments, concluded since 2015 including earlier licenses in case of a renewal of such license in the period since 2015.
2. In case in the proceedings before the LG Düsseldorf, certain employees of Oppo have been granted access to certain license(s), such access is mirrored in these proceedings, and the same conditions will apply. This access excludes access under this Order regarding the license agreement which the KPN has indicated should not have been disclosed under the scope of the disclosure in the context of the proceedings before the LG Düsseldorf, unless the LG Düsseldorf decides differently on the application filed by KPN on 30 April 2025.
3. The same confidentiality regime as agreed by the parties in the LG Düsseldorf case (“Geheimhaltungsvereinbarung in den Gerrichtsverfahren 4b O 27 /22 und 4b O 44/22”) will apply to the extent that Oppo employees have obtained access.
4. The Court notes that, in the event of a culpable contravention of the obligation in item 3, the Court may impose on the respective party a recurring penalty payment of up to € 250,000 for each contravention.

Presiding Judge and Judge Rapporteur	
For the Deputy Registrar	